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Equal Employment Opportunity Commission v. The Parker Group, Inc.

Judge Inge P. Johnson

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Equal Employment Opportunity Commission v. The Parker Group, Inc.

Keywords

Equal Employment Opportunity Commission, EEOC, E.E.O.C., Shalanda Hall, Disparate Treatment, Assignment, Race, 2:98-cv-01045-IPJ, Consent Decree, Service, Employment Law, Title VII

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

99 AUG 10 AM 10:02

U.S. DISTRICT COURT
N.D. OF ALABAMA

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Plaintiff,

SHALANDA HALL,

Plaintiff-Intervenor

vs.

THE PARKER GROUP, INC.

Defendant.

CV No.: 98 - J - 1045 - S

ENTERED

AUG 10 1999

CONSENT DECREE

I. GENERAL PROVISIONS

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et. seq. guarantees protected workers that they will be free from employment discrimination on the basis of race, sex, religion, national origin and color.

On April 29, 1998, the United States Equal Employment Opportunity Commission ("EEOC") filed suit in this Court against The Parker Group ("TPG"). The EEOC's complaint alleges that TPG discriminated against Shalanda R. Hall and other similarly situated individuals by making seating assignments and work assignments based on the individual's race. Defendant TPG denies the allegations in the Complaint.

28

The Equal Employment Opportunity Commission and TPG being aware of the risks, uncertainties and costs of continued litigation are now desirous of resolving through this Consent Decree all claims asserted in the above-styled lawsuit.

II. SPECIFIC PROVISIONS

A. The United States District Court for the Northern District of Alabama, Southern Division, has full jurisdiction to decide this controversy as to the EEOC and TPG.

B. Nothing herein shall be deemed to be an admission by TPG that it has at any time, place or in any manner whatsoever, violated either Title VII or any other statute, rule of law or legally binding regulation. In fact, TPG submits that it has been and always will be an equal opportunity employer.

C. TPG will not segregate individuals because of race or make individual work assignments on the basis of race, but will institute policies, practices and programs that provide equal employment opportunities for all employees, without regard to race.

D. TPG agrees that it will not retaliate against Shalanda R. Hall or any other former or present employees because they filed a charge, testified, assisted or participated in any manner in the investigations, proceedings, or litigation of this lawsuit.

E. TPG immediately will post the Notice attached hereto as Exhibit "A" in a prominent and conspicuous place, visible to all employees at its facility in Birmingham, Alabama for a period of two years.

F. TPG will pay \$10,000.00, to Shalanda R. Hall in settlement of her charge of discrimination, and her Complaint in intervention. TPG and Shalanda Hall will resolve all other outstanding issues concerning Miss Hall's claim by separate agreement.

G. Further, by March 1, 2000, TPG will pay a total of \$32,000.00, in compensatory damages to other individuals who are identified by the EEOC as aggrieved, in amounts to be determined by the EEOC, and upon approval of the Court. This \$32,000.00 payment will be payment in full settlement of all claims that are the subject of EEOC Charge No. 130-95-0263 and this lawsuit. Checks will be made payable to said individuals as identified by the EEOC. Prior to distribution of the checks, said individuals must sign and return a release (a copy of which is attached hereto as Exhibit B).

H. TPG will propose training for management, supervisors and hourly employees on preventing race discrimination in the workplace. Within 90 days of the date that this Agreement is filed and at least annually during the next three years, the Defendant will hold at least one training session with its supervisory employees and its hourly employees to explain and discuss its policy against race discrimination. Each supervisory employee and each hourly employee will sign a roster to evidence their attendance at the training session(s).

I. Within 120 days of the date that the Agreement is filed, the Defendant will provide the Birmingham District Office of the Equal Employment Opportunity Commission with proof of the action taken to inform and train their personnel concerning the race discrimination as outlined in paragraph H above. The report will be mailed to Eunice Holt Morrow, Senior Trial Attorney, 1900 3rd Avenue, North, Birmingham, AL 35203.

J. Upon receipt of the Defendant's reports as required by Sections H and I of this Agreement, the EEOC will have 45 days in which to analyze and, if necessary, recommend changes to said documents. The Defendant will cooperate with the EEOC during this 45-day time period regarding whatever questions may arise about the administration of this Agreement's aforementioned provisions. If, before the expiration of the 45-day analysis period, the EEOC has any reservations

about the Defendant's compliance with the Agreement, the EEOC shall notify the Defendant in writing and specify the nature of the reservation of the alleged noncompliance. The parties thereafter shall have a period of 30 days to attempt to resolve the disputes concerning compliance. Said reports will be mailed to Eunice Holt Morrow, Senior Trial Attorney, 1900 3rd Avenue North, Birmingham, AL 35203.

K. The Defendant has asserted that its current policy concerning references is to give only the dates of employment and the positions that the employee held. Upon request, the Defendant shall provide the following reference for Shalanda Hall or for any individual who currently is or previously was employed by the Defendant and who receives any type of relief under this Consent Decree:

"(Name of individual) was employed by The Parker Group from (date employment began) to (date employment ended) in the job position(s) of (list the job position(s) in which the individual was employed)."

This provision survives the expiration of this Decree. No mention shall be made concerning this lawsuit or the Charge of Discrimination upon which this lawsuit is based.

L. The EEOC and TPG each will be responsible for their own attorney's fees and costs of court, except that the EEOC will be responsible for the Mediator's fee up to \$2,000.00. Any amount over \$2,000.00 due to the Mediator will be paid by TPG.

DONE, THIS THE 9 DAY OF August, 1999.


UNITED STATES DISTRICT JUDGE

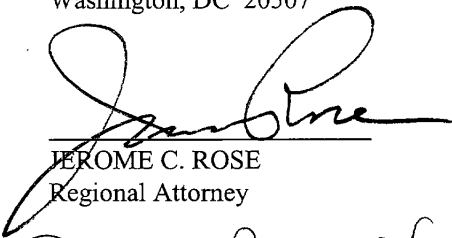
BY CONSENT:

THE U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

C. Gregory Stewart
General Counsel

Gwendolyn Young Reams
Associate General Counsel

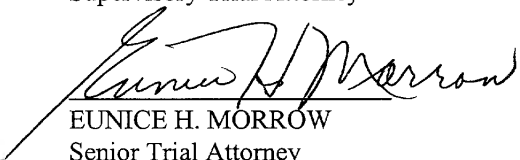
Equal Employment Opportunity
Commission
1801 "L" Street, Northwest
Washington, DC 20507



JEROME C. ROSE
Regional Attorney



JILL L. VINCENT
Supervisory Trial Attorney

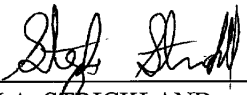


EUNICE H. MORROW
Senior Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Birmingham District Office
1900 Third Avenue, North
Birmingham, AL 35203-2397
Telephone: (205) 731-0628

FOR THE PARKER GROUP:



STEPHEN A. STRICKLAND
JAFJE, STRICKLAND,
BEASLEY & DRENNAN, P.C.

The Alexander House
2320 Arlington Avenue
Birmingham, AL 35205

NOTICE

**AS REQUIRED UNDER THE TITLE VII
OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED**

THE PARKER GROUP AFFIRMS:

1. Federal law requires that there be no discrimination against any employee or applicant for employment, because of such employee's race, with respect to hiring, job assignments or other terms, conditions or privileges of employment.
2. The Parker Group supports and will comply with such federal laws in all respects and will not discriminate against any employee because of her or his race.
3. The Parker Group affirms that it also is unlawful for an employer to in any manner retaliate against any individual who opposes or assists one in opposing conduct he or she believes is unlawful under Title VII.

Signed this ____ day of _____, 1999.

DOUGLAS A. PARKER
FOR THE PARKER GROUP

Exhibit "A"

RELEASE

I, _____, in exchange for the promises by The Parker Group to pay me the sum of _____ in compensatory damages do agree to the following:

I, _____, hereby release and forever discharge The Parker Group, its employees, agents, directors, officers, successors, associate and affiliates and each of them, from any and all claims, in connection with the Equal Employment Opportunity Commission Charge 130-95-0263 and the lawsuit Civil Action #98-J-1045-S filed by the EEOC against The Parker Group in the United States District Court for the Northern District of Alabama, Southern Division.

I understand that by making this payment The Parker Group does not admit any of the allegations in the Charge or in the lawsuit referenced above; nor admit that The Parker Group has any liability to me or to anyone else.

Sworn and subscribed before me this _____ day of _____, 2000.

NOTARY PUBLIC

My Commission Expires: _____

Exhibit "B"